

Marquis Aurbach Coffing

Cody S. Mounteer, Esq.
Nevada Bar No. 11220
Chad F. Clement, Esq.
Nevada Bar No. 12192
Jared M. Moser, Esq.
Nevada Bar No. 13003
Collin M. Jayne, Esq.
Nevada Bar No. 13899
10001 Park Run Drive
Las Vegas, Nevada 89145
Telephone: (702) 382-0711
Facsimile: (702) 382-5816
cmounteer@maclaw.com
cclement@maclaw.com
jmoser@maclaw.com
cjayne@maclaw.com

Law Offices of Philip A. Kantor, P.C.

Philip A. Kantor, Esq.
Nevada Bar No. 6701
1781 Village Center Circle, Suite 120
Las Vegas, Nevada 89134
Telephone: (702) 255-1300
Facsimile: (702) 256-6331
prsak@aya.yale.edu

*Attorneys for Interior Electric Incorporated
Nevada and Interior Electric Incorporated*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

INTERIOR ELECTRIC INCORPORATED
NEVADA, a domestic corporation,

Plaintiff,

vs.

T.W.C. CONSTRUCTION, INC., a Nevada
corporation; TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA, a
Connecticut corporation; MATTHEW RYBA, an
individual; GUSTAVO BAQUERIZO, an
individual; CLIFFORD ANDERSON, an
individual; POWER UP ELECTRIC
COMPANY, a Nevada corporation, dba POWER
ON ELECTRIC COMPANY; BAMB

Case Number: 2-18-cv-01118-JAD-VCF

**ORDER APPOINTING SPECIAL
MASTER**

1 ELECTRIC LLC, a Nevada limited liability
2 company; PROLOGIS, L.P., a Delaware limited
3 partnership; AML PROPERTIES, INC., a
4 Nevada corporation; AML DEVELOPMENT 3,
5 LLC; a Nevada limited liability corporation;
6 LAPOUR PARTNERS, INC., a Nevada
7 corporation; DON FISHER, an individual;
8 PHILCOR T.V. & ELECTRONIC LEASING,
9 INC., a Nevada corporation, dba NEDCO; QED,
10 INC., a Nevada corporation; TURTLE &
11 HUGHES, Inc., a New Jersey corporation; DOES
12 I-X, inclusive; and ROE CORPORATIONS I-X,
13 inclusive,

Defendants.

T.W.C. CONSTRUCTION, INC., a Nevada
corporation,

Counterclaimant,

vs.

14 INTERIOR ELECTRIC INCORPORATED
15 NEVADA, a domestic corporation;
16 INTERIOR ELECTRIC, INC., a California
corporation; DOES I-X, inclusive; and ROE
CORPORATIONS I-X, inclusive,

Counterdefendants.

17 Having considered the factors set forth in F.R.C.P. 53(a)(3), the parties' representations
18 concerning the Action and having given the parties notice and an opportunity to be heard by the
19 Court, the Court hereby appoints Floyd A. Hale. Esq. of JAMS, 3800
20 Howard Hughes Parkway, 11th Floor, Las Vegas, NV 89169, 702-457-5267, as Special Master in
21 this Action.

22 1. Authority for and Scope of Appointment. The Special Master is appointed pursuant
23 to F.R.C.P. 53(a)(1)(C) to manage, supervise, and resolve issues related to or arising out of discovery
24 disputes concerning this Action, as the Court finds pursuant to F.R.C.P. 53(a)(1)(C) that current and
25 anticipated discovery disputes between the parties have arisen that the Court cannot timely address.
26 In addition, the Special Master may perform any additional duties consented to by the parties and
27 Court pursuant to F.R.C.P. 53(a)(1)(A).

1 (a) Specific Issues Within Scope. The Court specifically orders that the Special Master
2 shall be empowered to resolve the non-dispositive discovery disputes, including electronic discovery
3 disputes, in this Action, subject to objections being filed as detailed in subsection 1(b) below,
4 concerning the scope of discovery currently pending (as set forth in ECF Nos. 155, 157, 160, and
5 162) and the anticipated future discovery disputes that may arise in the Action. Pursuant to F.R.C.P.
6 53(a)(1)(C), the Court finds that these matters cannot be effectively and timely addressed by the
7 Court.

8 (b) Objecting to Discovery Decision. Any party seeking review of a ruling of the Special
9 Master shall file objections to the District Judge in accordance with the procedures and standards of
10 review and timing set forth in Fed. R. Civ. P. 72(a) for objecting to decisions by a Magistrate Judge.

11 2. Special Master's Duties and Authority. The Special Master shall proceed with all
12 reasonable diligence to undertake these responsibilities with a view to avoiding disputes wherever
13 possible and where disputes arise, to resolve them as quickly and inexpensively as possible. The
14 Special Master shall have all of the authority provided to masters as set forth in F.R.C.P. 53(c),
15 including the power to sanction as set forth in F.R.C.P. 53(c)(2).

16 (a) Timeframes for Completion of Certain Events. Unless otherwise agreed to by the
17 parties and the Special Master, the parties shall have an initial meeting with the Special Master, in
18 person or by telephone, within 14 days of the issuance of this Order. During that initial meeting, the
19 parties and the Special Master shall (1) set a date for a hearing concerning the issues set forth in
20 paragraph 1(a) of this Order; (2) the parameters and procedures concerning the aforementioned
21 hearing; (3) the parameters and procedures regarding discovery concerning Electronically Stored
22 Information; (4) the parameters and procedures concerning the handling of future discovery disputes;
23 and (5) the parameters and suggestions to any alteration of the discovery schedule. The Special
24 Master shall issue his order and findings within 14 days of the completion of the hearing.

25 ///

26 ///

27 ///

1 3. Ex Parte Communications.

2 (a) With the Court. The Special Master may have ex parte communications with the
3 Court regarding (1) whether or not a particular dispute or motion is subject to the scope of the Special
4 Master's duties; (2) assisting the Court with procedural matters, such as apprising the Court
5 regarding logistics, the nature of the Special Master's activities, and management of the litigation;
6 (3) any matter upon which the parties or their counsel have consented; (4) the application of F.R.C.P.
7 53; and (5) any matter, the subject of which is initiated by the Court.

8 (b) With the Parties and Counsel. The Special Master may have ex parte communications
9 with the parties or their respective counsel regarding (1) purely procedural or scheduling matters; (2)
10 resolution of privilege or similar questions, in connection with in camera inspections, and with notice
11 to the other parties; and (3) any matter upon which the parties or their counsel have consented.

12 4. Material to be Preserved and Filed as the Record of the Special Master's Activities.

13 All orders of the Special Master shall be filed with the Court, unless the parties or their counsel have
14 agreed otherwise. It shall be the duty of the parties and counsel, not the Special Master, to provide
15 for any record of proceedings with the Special Master. The Special Master shall not be responsible
16 for maintaining any records of the Special Master's activities other than billing records. In the event
17 of any hearing where evidence is taken, it shall be the duty of the parties and counsel to preserve any
18 exhibits tendered or rejected at the hearing and to provide the Special Master with a copy of all
19 transcripts. Materials provided to the Special Master shall be filed, kept, and where applicable,
20 subject to the Stipulated Protective Order [ECF No. 91].

21 5. Review of Special Master's Reports, Orders or Recommendations. Subject to the
22 provisions of F.R.C.P. 53(f), any report or order of the Special Master is effective upon its issuance.
23 Any objection to any report, order or recommendation of the Special Master shall be made in writing
24 by the objecting party and filed with the Court within 21 days of the date of the order, report or
25 recommendation to which the party is objecting. Review of the Special Master's order, report or
26 recommendation shall be governed by F.R.C.P. 53(f)(3).

27

1 6. Compensation. The Special Master shall be compensated at \$495/hour for Floyd A.
2 Hale, Esq. and shall be reimbursed for all reasonable expenses and costs incurred in the
3 performance of his duties. These fees and costs shall be paid and billed as follows:

4
5 (a) Special Master Discovery Meetings Involving all Parties. Where the Special Master
6 notices a discovery meeting or hearing where attendance of all parties is requested and required, the
7 costs of the Special Master shall be allocated through an equal share allocation between all parties.

8 (b) Motion Practice and Discovery Disputes.

9 Where a party has initiated a discovery dispute between another party or parties by motion
10 or otherwise, the costs of the Special Master shall be allocated on a motion by motion basis through
11 an equal share allocation between the moving, non-moving party(ies) and any party(ies) that support
12 or oppose the motion, including, but not limited to any party who files a joinder to any respective
13 pleading in support or in objection to the filed pleading, although the Special Master has the power
14 to adjust the division of fees and costs in his discretion based on the merits of the matter before him.

15 (c) The Special Master shall bill the parties on a monthly basis for fees and
16 disbursements, with invoices that provide sufficient description to understand the work performed.
17 The parties shall promptly pay the Special Master directly within 30 days upon receipt of the Special
18 Master's invoice. The fees and costs may be reallocated by the Court in its discretion at the
19 conclusion of the case. Upon the failure of a party to timely pay the Special Master's fees, the Court
20 may enter judgment in favor of the Special Master and against the non-paying party.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

7. Special Master's Affidavit. The Special Master's Affidavit required by F.R.C.P.
53(b)(3)(A) has been executed and filed.

IT IS SO ORDERED.

DATED this 2nd day of January 2, 2020, 2019.



UNITED STATES MAGISTRATE JUDGE